

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

HUBERT JONES,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:05CV612-MHT
	)	
DAVID JONES, MIKE SHAD	)	
CHRYSLER P/J/E; et als.,	)	
	)	
Defendants.	)	
_____	)	

**EQUIFAX INFORMATION SERVICES LLC'S ANSWER TO AMENDED COMPLAINT**

Defendant Equifax Information Services LLC ("Equifax"), through its undersigned counsel, and for its Answer and Affirmative Defenses to Plaintiff's Amended Complaint, states as follows:

1. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

2. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

3. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

4. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

5. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

6. Equifax admits that it is a limited liability company with its principal place of business in Atlanta, Georgia. Equifax denies that it erroneously reported erroneous defamatory

information regarding the Plaintiff to third parties result in Plaintiff's being denied credit.

Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

7. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

### **FACTS**

8. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

9. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

10. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

11. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

12. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

13. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

### **COUNT I: CONVERSION, ISSUING A FALSE FINANCIAL STATEMENT, IMPERSONATION**

14. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

15. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint

as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

16. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

17. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies the

18. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

19. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

20. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

## **COUNT II: OUTRAGE**

21. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

22. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint

as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

23. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

24. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

25. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

### **COUNT III: FRAUD**

26. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

27. Equifax states that the allegations contained in this Paragraph of Plaintiff's Complaint are legal conclusions and, so stating, denies them.

28. Equifax states that it lacks sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

29. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint

as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

30. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

31. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

#### **COUNT IV: INVASION OF PRIVACY**

32. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

33. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them

34. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them

35. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint

as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them

36. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them

37. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

38. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

39. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

40. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

41. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to

the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

42. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

43. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

44. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

45. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

46. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

47. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so

stating, denies them.

48. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

49. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

50. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

51. Equifax incorporates by reference its Answers to the preceding Paragraphs of Plaintiff's Complaint.

52. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

53. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.



54. Equifax denies the allegations contained in this Paragraph of Plaintiff's Complaint as they relate to Equifax. Equifax states that it lacks sufficient information to form a belief as to the truth of the remaining allegations asserted in this Paragraph of Plaintiff's Complaint and, so stating, denies them.

### **AFFIRMATIVE DEFENSES**

1. Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.

2. Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

3. Equifax has complied with the provisions of the Fair Credit Reporting Act in the handling of plaintiff's credit file, and is entitled to each and every defense afforded to it by that statute.

4. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.

5. Equifax has acted in good faith and without malice or intent to injure Plaintiff.

6. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).

7. Plaintiff has not alleged any injury in fact.

8. Plaintiff has suffered no damages.

9. Plaintiff's damages, if any, are caused by Plaintiff's own acts or omissions, or the acts or omissions of third parties other than Equifax.

10. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. §1681n.

11. Plaintiff's complaint seeks the imposition of punitive damages. Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

12. Plaintiff has failed to mitigate his damages.

13. Any allegation of the Amended Complaint not expressly admitted is denied.

14. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

WHEREFORE, having fully answered Plaintiff's Amended Complaint, defendant Equifax prays for judgment as follows:

- (1) Plaintiff's Amended Complaint be dismissed in its entirety and with prejudice, with costs taxed against plaintiff;
- (2) That Equifax be dismissed as a party to this action;
- (3) That Equifax recover from plaintiff its expenses of litigation, including attorneys' fees; and
- (4) That Equifax recover such other and additional relief as the Court deems proper.

Respectfully submitted,

/s/ E. Lockett Robinson, II  
E. Lockett Robinson, II, Esq. (ROBIE6110)  
Counsel for Defendant Equifax Information  
Services LLC

**CERTIFICATE OF SERVICE**

This is to certify that I have, on August 30, 2006, served a copy of the foregoing upon the following parties by depositing same in the United States mail, with sufficient postage thereon to insure delivery, and addressed as follows:

Cornelius Jenkins  
c/o Nimmicht Chevrolet  
1550 Cassat Ave  
Jacksonville, FL 32210  
904-387-4041  
PRO SE

Kary B. Wolfe  
Walston Wells & Birchall LLP  
PO Box 830642  
Birmingham, AL 35283-0642  
205-244-5200  
Fax: 205-244-5400  
Email: [kwolfe@walstonwells.com](mailto:kwolfe@walstonwells.com)

/s/ E. Lockett Robinson, II